

**OSTER**  
**Researching Services**

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January 23, 2009

RECORDATION NO. 24747-D FILED

JAN 23 '09 -3 1 4 PM

SURFACE TRANSPORTATION BOARD

Ann Quinlan, Esq.  
Acting Secretary  
Surface Transportation Board  
395 E Street, SW  
Washington, D.C. 20423

Dear Ms. Quinlan:

Enclosed for recording with the Surface Transportation Board is a Second Amendment to Memorandum of Railcar Lease Agreement dated 1/19/09 involving the following parties and railroad equipment:

Lessor: Wells Fargo Equipment Finance, Inc.  
Investors Building, Suite 700  
733 Marquette Avenue So.  
Minneapolis, MN 55402

Lessee: Kapstone Charleston Kraft LLC  
1101 Skokie Blvd., Suite 300  
Northbrook, IL 60062

Equipment: 117, Railcars  
New Markings: KSCX 2000-2043, 2045-2063,  
2065-2102, 2104-2119.

Please record this agreement as a secondary document to STB Recordation #24747. The filing fee of \$41 is enclosed. Thank you.

Summary: Second Amendment to Memorandum of Railcar Lease Agreement dated 1/19/09 amending car markings.

Sincerely,



Mary Ann Oster  
Research Consultant

Enclosure

JAN-23-2009 FRI 07:25 AM WFEFI

FAX NO. 866 856 9804

P. 01

RECORDATION NO. 24747-1

FILED



Wells Fargo Equipment Finance  
Investors Building, Suite 700  
733 Marquette Avenue South  
Minneapolis, MN 55402

JAN 23 '09

-3 1 4 PM

**Second Amendment to Memorandum of Railcar Lease Agreement**

SURFACE TRANSPORTATION BOARD

**THIS SECOND AMENDMENT TO MEMORANDUM OF RAILCAR LEASE AGREEMENT** is made and entered into as of January 19, 2009 by and between Wells Fargo Equipment Finance, Inc., a Minnesota corporation ("Lessor") and Kapstone Charleston Kraft LLC, a(n) Delaware limited liability company as successor in interest to MeadWestvaco Corporation ("Lessee"), with reference to the following:

1. Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor various railcars pursuant to the Lease entered into by Lessor and Lessee, all as more particularly described in that certain Railcar Equipment Lease dated as of December 1, 2003 between Lessor and Lessee (referred to as the "Lease").
2. Lessee and Lessor hereby agree to amend that certain Recordation Number 24747 filed December 23, 2003 to reflect the reporting marks and numbers indicated on Schedule A attached hereto and made a part hereof, all as more particularly described in the Lease.
3. The Lease shall be effective as of the execution date thereof and shall be subject to the terms of the Lease, as provided therein.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Railcar Lease Agreement to be executed as of the date first above written.

Lessor: Wells Fargo Equipment Finance, Inc.

Lessee: Kapstone Charleston Kraft LLC

By: Jan LeitschuhBy: AKTName: Jan LeitschuhName: Andrea K. TachexTitle: Contract Admin Mgr.Title: CEO

JAN-23-2009 FRI 07:25 AM WFEF1

FAX NO. 866 856 9804

P. 02

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

On this 22<sup>nd</sup> day of January, 2009 before me personally appeared, JAN LEITENDT to me personally known, who being by me duly sworn, says that s/he is the COV. ADMIN MGR of Wells Fargo Equipment Finance, Inc., a Minnesota corporation, that said instrument was signed on behalf of said corporation, and s/he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

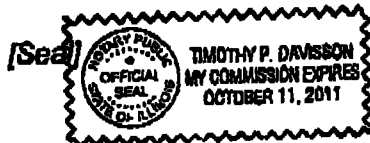


Mary Broders  
Notary Public

My commission expires: 1/31/13

STATE OF ILLINOIS  
COUNTY OF COOK

On this 20<sup>th</sup> day of January, 2009 before me personally appeared, Andrea Tarbox to me personally known, who being by me duly sworn, says that s/he is the CEO of Kapstone Charleston Kraft LLC a(n) Delaware limited liability company, that said instrument was signed on behalf of said corporation, and s/he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Timothy P. Davison  
Notary Public

My commission expires: 10/11/2011

JAN-23-2009 FRI 02:27 PM

FAX NO.

P. 04/04



Wells Fargo Equipment Finance, Inc.  
Investors Building, Suite 700  
733 Marquette Avenue  
Minneapolis, MN 55402

## Amendment Equipment Substitution

This Amendment to Railroad Equipment Lease dated as of December 1, 2003 (the "Agreement") is by and between Kapstone Charleston Kraft LLC ("Customer") and Wells Fargo Equipment Finance, Inc. ("WFEFI").

WHEREAS, Customer and WFEFI entered into the Agreement; and

WHEREAS, Customer has requested that the Equipment under the Agreement be modified; and

WHEREAS, WFEFI is willing to consent to such request; and

WHEREAS, Customer desires to remove the following described equipment (the "Old Equipment") presently covered by the Agreement:

One Hundred seventeen (117) Bethlehem 7472 Railcars bearing markings:  
WVCX 2000-2043, inclusive,  
WVCX 2045-2063, inclusive,  
WVCX 2065-2102, inclusive,  
WVCX 2104-2119, inclusive

WHEREAS, Customer desires to substitute the following described equipment (the "Replacement Equipment") for the Old Equipment:

One Hundred seventeen (117) Bethlehem 7472 Railcars bearing markings:  
KSCX 2000-2043, inclusive,  
KSCX 2045-2063, inclusive,  
KSCX 2065-2102, inclusive,  
KSCX 2104-2119, inclusive

NOW THEREFORE, Customer and WFEFI agree as follows:

1. The Replacement Equipment is hereby substituted for the Old Equipment and shall hereafter constitute a part of the Equipment covered by the Agreement to which the Old Equipment is subject.
2. WFEFI shall have the same right, title and interest in the Replacement Equipment that it had in the Old Equipment immediately upon the substitution referred to herein. Customer hereby transfers all of its right, title, and interest in the Replacement Equipment to WFEFI.
3. The payment schedule and all other terms and conditions of the Agreement shall remain in full force and effect other than the substitution of Equipment as provided for herein. CUSTOMER HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY MATTER ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT.
4. The Old Equipment shall be disposed of in such manner as the parties may agree, if not previously disposed of when this Amendment is executed.
5. This Amendment constitutes a validly binding and enforceable obligation of Customer in accordance with its terms. If Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer, and the person signing this Agreement on behalf of Customer is duly authorized.
6. WFEFI and any assignee of WFEFI is authorized to file one or more Uniform Commercial Code financing statements without the signature of Customer or signed by WFEFI or any assignee of WFEFI as attorney-in-fact for Customer.
7. Upon execution hereof, WFEFI will permanently attach this Amendment to the Agreement making it a part thereof.

Dated: January 19, 2009

Wells Fargo Equipment Finance, Inc.

Kapstone Charleston Kraft LLC

By: Jon Bertschuh

By: [Signature]

Title: Contract Admin Mgr

Title: CFO

FROM :

FAX NO. :

Jan. 24 2009 03:31AM P6

JAN-23-2009 FRI 02:26 PM

FAX NO.

P. 01/04

OLD MARKS		NEW MARKS		
WVCX	2000	KSCX	2000	GONS
WVCX	2001	KSCX	2001	GONS
WVCX	2002	KSCX	2002	GONS
WVCX	2003	KSCX	2003	GONS
WVCX	2004	KSCX	2004	GONS
WVCX	2005	KSCX	2005	GONS
WVCX	2006	KSCX	2006	GONS
WVCX	2007	KSCX	2007	GONS
WVCX	2008	KSCX	2008	GONS
WVCX	2009	KSCX	2009	GONS
WVCX	2010	KSCX	2010	GONS
WVCX	2011	KSCX	2011	GONS
WVCX	2012	KSCX	2012	GONS
WVCX	2013	KSCX	2013	GONS
WVCX	2014	KSCX	2014	GONS
WVCX	2015	KSCX	2015	GONS
WVCX	2016	KSCX	2016	GONS
WVCX	2017	KSCX	2017	GONS
WVCX	2018	KSCX	2018	GONS
WVCX	2019	KSCX	2019	GONS
WVCX	2020	KSCX	2020	GONS
WVCX	2021	KSCX	2021	GONS
WVCX	2022	KSCX	2022	GONS
WVCX	2023	KSCX	2023	GONS
WVCX	2024	KSCX	2024	GONS
WVCX	2025	KSCX	2025	GONS
WVCX	2026	KSCX	2026	GONS
WVCX	2027	KSCX	2027	GONS
WVCX	2028	KSCX	2028	GONS
WVCX	2029	KSCX	2029	GONS
WVCX	2030	KSCX	2030	GONS
WVCX	2031	KSCX	2031	GONS
WVCX	2032	KSCX	2032	GONS
WVCX	2033	KSCX	2033	GONS
WVCX	2034	KSCX	2034	GONS
WVCX	2035	KSCX	2035	GONS
WVCX	2036	KSCX	2036	GONS
WVCX	2037	KSCX	2037	GONS
WVCX	2038	KSCX	2038	GONS
WVCX	2039	KSCX	2039	GONS
WVCX	2040	KSCX	2040	GONS
WVCX	2041	KSCX	2041	GONS
WVCX	2042	KSCX	2042	GONS
WVCX	2043	KSCX	2043	GONS
WVCX	2045	KSCX	2045	GONS
WVCX	2046	KSCX	2046	GONS
WVCX	2047	KSCX	2047	GONS
WVCX	2048	KSCX	2048	GONS
WVCX	2049	KSCX	2049	GONS
WVCX	2050	KSCX	2050	GONS
WVCX	2051	KSCX	2051	GONS

01/23/2009 1:12PM

FROM :

FAX NO. :

Jan. 24 2009 03:31AM P7

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FAX NO.

P. 02/04

WVCX	2052	KSCX	2052	GONS
WVCX	2053	KSCX	2053	GONS
WVCX	2054	KSCX	2054	GONS
WVCX	2055	KSCX	2055	GONS
WVCX	2056	KSCX	2056	GONS
WVCX	2057	KSCX	2057	GONS
WVCX	2058	KSCX	2058	GONS
WVCX	2059	KSCX	2059	GONS
WVCX	2060	KSCX	2060	GONS
WVCX	2061	KSCX	2061	GONS
WVCX	2062	KSCX	2062	GONS
WVCX	2063	KSCX	2063	GONS
WVCX	2065	KSCX	2065	GONS
WVCX	2066	KSCX	2066	GONS
WVCX	2067	KSCX	2067	GONS
WVCX	2068	KSCX	2068	GONS
WVCX	2069	KSCX	2069	GONS
WVCX	2070	KSCX	2070	GONS
WVCX	2071	KSCX	2071	GONS
WVCX	2072	KSCX	2072	GONS
WVCX	2073	KSCX	2073	GONS
WVCX	2074	KSCX	2074	GONS
WVCX	2075	KSCX	2075	GONS
WVCX	2076	KSCX	2076	GONS
WVCX	2077	KSCX	2077	GONS
WVCX	2078	KSCX	2078	GONS
WVCX	2079	KSCX	2079	GONS
WVCX	2080	KSCX	2080	GONS
WVCX	2081	KSCX	2081	GONS
WVCX	2082	KSCX	2082	GONS
WVCX	2083	KSCX	2083	GONS
WVCX	2084	KSCX	2084	GONS
WVCX	2085	KSCX	2085	GONS
WVCX	2086	KSCX	2086	GONS
WVCX	2087	KSCX	2087	GONS
WVCX	2088	KSCX	2088	GONS
WVCX	2089	KSCX	2089	GONS
WVCX	2090	KSCX	2090	GONS
WVCX	2091	KSCX	2091	GONS
WVCX	2092	KSCX	2092	GONS
WVCX	2093	KSCX	2093	GONS
WVCX	2094	KSCX	2094	GONS
WVCX	2095	KSCX	2095	GONS
WVCX	2096	KSCX	2096	GONS
WVCX	2097	KSCX	2097	GONS
WVCX	2098	KSCX	2098	GONS
WVCX	2099	KSCX	2099	GONS
WVCX	2100	KSCX	2100	GONS
WVCX	2101	KSCX	2101	GONS
WVCX	2102	KSCX	2102	GONS
WVCX	2104	KSCX	2104	GONS
WVCX	2105	KSCX	2105	GONS

01/23/2009 1:12PM

FROM :

FAX NO. :

Jan. 24 2009 03:31AM P8

JAN-23-2009 FR1 02:27 PM

FAX NO.

P. 03/04

WVCX	2106	KSCX	2106	GONS
WVCX	2107	KSCX	2107	GONS
WVCX	2108	KSCX	2108	GONS
WVCX	2109	KSCX	2109	GONS
WVCX	2110	KSCX	2110	GONS
WVCX	2111	KSCX	2111	GONS
WVCX	2112	KSCX	2112	GONS
WVCX	2113	KSCX	2113	GONS
WVCX	2114	KSCX	2114	GONS
WVCX	2115	KSCX	2115	GONS
WVCX	2116	KSCX	2116	GONS
WVCX	2117	KSCX	2117	GONS
WVCX	2118	KSCX	2118	GONS
WVCX	2119	KSCX	2119	GONS